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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
09/736,820	12/14/2000	Hao A. Chen	3620-036-01	8675

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Luke A. Kilyk, Esq.  
KILYK & BOWERSOX, P.L.L.C.  
3603-E Chain Bridge Road  
Fairfax, VA 22030

EXAMINER

RHEE, JANE J

ART UNIT	PAPER NUMBER
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1772

8

DATE MAILED: 11/18/2002

Please find below and/or attached an Office communication concerning this application or proceeding.

<b>Office Action Summary</b>	<b>Application No.</b>	<b>Applicant(s)</b>	
	09/736,820	CHEN ET AL.	
	<b>Examiner</b>	<b>Art Unit</b>	
	Jane J Rhee	1772	

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --  
**Period for Reply**

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If the period for reply specified above is less than thirty (30) days, a reply within the statutory minimum of thirty (30) days will be considered timely.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133).
- Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

**Status**

- 1) ☐ Responsive to communication(s) filed on \_\_\_\_.
- 2a) ☐ This action is **FINAL**.                      2b) ☒ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

**Disposition of Claims**

- 4) ☒ Claim(s) 1-6, 19, 20, 22, 23, 27, 31 and 32 is/are pending in the application.
- 4a) Of the above claim(s) \_\_\_\_ is/are withdrawn from consideration.
- 5) ☐ Claim(s) \_\_\_\_ is/are allowed.
- 6) ☒ Claim(s) 1-6, 19-20, 22-23, 27, 31-32 is/are rejected.
- 7) ☐ Claim(s) \_\_\_\_ is/are objected to.
- 8) ☐ Claim(s) \_\_\_\_ are subject to restriction and/or election requirement.

**Application Papers**

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☐ The drawing(s) filed on \_\_\_\_ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.  
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
- 11) ☐ The proposed drawing correction filed on \_\_\_\_ is: a) ☐ approved b) ☐ disapproved by the Examiner.  
If approved, corrected drawings are required in reply to this Office action.
- 12) ☐ The oath or declaration is objected to by the Examiner.

**Priority under 35 U.S.C. §§ 119 and 120**

- 13) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).  
a) ☐ All b) ☐ Some \* c) ☐ None of:  
1. ☐ Certified copies of the priority documents have been received.  
2. ☐ Certified copies of the priority documents have been received in Application No. \_\_\_\_.  
3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).  
\* See the attached detailed Office action for a list of the certified copies not received.
- 14) ☐ Acknowledgment is made of a claim for domestic priority under 35 U.S.C. § 119(e) (to a provisional application).  
a) ☐ The translation of the foreign language provisional application has been received.
- 15) ☐ Acknowledgment is made of a claim for domestic priority under 35 U.S.C. §§ 120 and/or 121.

**Attachment(s)**

- |   |   |
|---|---|
| 1) <input type="checkbox"/> Notice of References Cited (PTO-892)                            | 4) <input type="checkbox"/> Interview Summary (PTO-413) Paper No(s). ____   |
| 2) <input type="checkbox"/> Notice of Draftsperson's Patent Drawing Review (PTO-948)        | 5) <input type="checkbox"/> Notice of Informal Patent Application (PTO-152) |
| 3) <input type="checkbox"/> Information Disclosure Statement(s) (PTO-1449) Paper No(s) ____ | 6) <input type="checkbox"/> Other:  |

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### **DETAILED ACTION**

Applicant's request for reconsideration of the finality of the rejection of the last Office action is persuasive and, therefore, the finality of that action is withdrawn.

### **REJECTIONS REPEATED**

1. The 35 U.S.C. 112 rejection of claims 23, 1 and 19 is repeated for the reasons previously of record in Paper #4, Page 3, Paragraph 1.
2. The 35 U.S.C. 102 rejection of claims 1-6 as anticipated by Peralt Anstalt is repeated for the reasons previously of record in Paper #4, Page 3, Paragraph 2.
3. The 35 U.S.C. 103 rejection of claims 22,23,27 over Peralt Anstalt in view of Boultinghouse is repeated for the reasons previously of record in Paper #4, Page 5, Paragraph 4.

### **WITHDRAWN REJECTIONS**

4. The 35 U.S.C. 103 rejection of claims 19-20 over Peralt Anstalt in view of Del Rincon et al. have been withdrawn due to applicant's argument in Paper #7.

### **NEW REJECTIONS**

#### ***Claim Rejections - 35 USC § 103***

The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

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5. Claims 19-20 are rejected under 35 U.S.C. 103(a) as being unpatentable over Del Rincon et al. in view of Peralt Anstalt.

Del Rincon et al. discloses two or more polymeric planks (col. 1 line 17) and splines (col. 1 lines 58-59) located between at least a portion of the polymeric planks wherein at least a portion of the planks and splines are connected to each other by a bonding agent (col. 2 line 8) wherein the bonding agent is applied to the spline. Del Rincon fail to disclose that the bonding agent is comprises tetrahydranfuran, cyclohexanone, methylene chloride, dimethyl formamide, toluene, acetone, ethylene dichloride, methyl ethyl ketone, n-methyl pyrrolidone, methyl isobutyl ketone, dipropyl ketone, isophorone, methyl amyl ketone, nitrobenzene, methyl cyclohexanone, acetonyl acetone, or combinations thereof. Peralt Anstalt teaches tetrahydranfuran, as a bonding agent for the purpose of being able to completely evaporate after the connection between the sheets and plasticizing the material so that a connection similar to a welded connection is obtained under pressure.

It would have been obvious to one of ordinary skill in the art at the time applicant's invention was made to have provided Del Rincon et al. with tetrahydranfuran, as a bonding agent in order for the bonding agent to completely evaporate after the connection between the sheets and plasticizing the material so that a connection similar to a welded connection is obtained under pressure as taught by Peralt Anstalt.

***Response to Arguments***

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6. Applicant's arguments filed in Paper #7 have been fully considered but they are not persuasive.

In response to applicant's argument that Examiner is able to understand the term "capable" in the prior reference of Brown enough to apply the reference and one skilled in the art would clearly understand the scope of claim and therefore is not indefinite, the term "capable" is indefinite because it renders the possibility of obtaining something and it renders the possibility of not obtaining something. As stated in prior arguments, "capable" can be interpreted as a possibility of bonding the edges of the planks with the solvent wherein there is no definiteness of the bonding of the edges of the planks with the solvent stating that it may or may not bond together. Applicant must clearly state that the solvent is used to bond the edges of the planks together as oppose to the solvent may/could bond the edges of the planks together.

In response to applicant's argument that "laminated" is a common term and is completely clear to persons of ordinary skill in the art therefore the 112 rejection should be withdrawn, it is still unclear whether or not applicant desires one layer or a multiple amount of layers affixed on the surface of the core.

In response to applicant's argument that Peralta Anstalt does not teach edge to edge bonding but overlapping bonding, Peralta Anstalt does teach overlapping edges however, the overlapping edges overlap at the edge of the plastic sheets wherein the edges are bonded together, therefore Peralta Anstalt teaches edge to edge bonding since "overlapping" is defined by Microsoft dictionary as "to have an area or range in common with".

In response to applicant's argument that "opposite edges" do not appear in the prior art, Peralt Anstalt teaches that the top and bottom part of the surface edges receive the bonding agent therefore the top and bottom of the surface edges are in opposite directions which furthermore meets the claim limitation wherein the bonding agent is present on two opposite edges of each individual plank.

In response to applicant's argument that Del Rincon et al. does not relate to the same material as the claimed invention making it impossible to use organic solvents such as THF to bond the planks together, Del Rincon et al. discloses that the boards can be made of oriented strand boards, which contain plastic parts also known as polymers combined with wood therefore Del Rincon does relate to the same material since applicant desires polymeric planks which merely states that the plank comprises polymers, as the claimed invention making it possible to use organic solvents to bond the planks together.

In response to applicant's argument that Del Rincon et al. does not use any sort of welding agent therefore would not be able to combine Del Rincon et al. with Peralt Anstalt's planks, Del Rincon et al. does disclose thermosetting material, a sort of welding agent used to bond the spline and the planks together (col. 2 lines 8-9).

In response to applicant's argument that Boultinghouse does not teach or suggest at least two different solvents required by claim 28, Boultinghouse teaches at least one hydroxyl-ether and/or keto-ether, which is at least two different solvents since "at least one" means more than one solvent can be present and the conjunction "and" in "hydroxyl-ether and keto-ether" shows two different solvents (col. 3 lines 16-29),

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therefore Boultinghouse does disclose the claimed invention wherein at least two different solvents are used.

In response to applicant's argument that there is no suggestion to combine the references Boultinghouse and Peralt Anstalt, the examiner recognizes that obviousness can only be established by combining or modifying the teachings of the prior art to produce the claimed invention where there is some teaching, suggestion, or motivation to do so found either in the references themselves or in the knowledge generally available to one of ordinary skill in the art. See *In re Fine*, 837 F.2d 1071, 5 USPQ2d 1596 (Fed. Cir. 1988) and *In re Jones*, 958 F.2d 347, 21 USPQ2d 1941 (Fed. Cir. 1992). In this case, Boultinghouse teaches welding composition to weld polymers together (col. 1 lines 32-33) and Peralt Anstalt discloses plastic planks being welded together by a welding solvent therefore the motivation to combine the two references together is to weld the two polymeric planks together for the purpose of providing a permanently welded resinous block copolymer.

In response to applicant's argument that Brown does not disclose polymeric tile nor the welding agents desired by the applicant, Brown was used to simply illustrate the well known teaching of tiles being connected side by side with an adhesive wherein the tiles combined is a surface covering that comprises a floor. Peralt Anstalt was used to teach polymeric planks having edge to edge bonding with a welding solvent. It would have been obvious to one of ordinary skill in the art at the time applicant's invention was made to have provided Peralt Anstalt with a surface covering that comprises a floor for

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the purpose of obtaining a resilient dynamic system of flexible joints utilized to join the tiles together as taught by Brown (col. 7 lines 47-48).

**Conclusion**

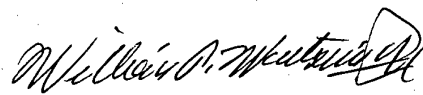
Any inquiry concerning this communication or earlier communications from the examiner should be directed to Jane J Rhee whose telephone number is 703-605-4959. The examiner can normally be reached on M-F.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Harold Pyon can be reached on 703-308-4251. The fax phone numbers for the organization where this application or proceeding is assigned are 703-872-9310 for regular communications and 703-872-9311 for After Final communications.

Any inquiry of a general nature or relating to the status of this application or proceeding should be directed to the receptionist whose telephone number is 703-308-0661.



Jane Rhee  
November 15, 2002



WILLIAM P. WATKINS III  
PRIMARY EXAMINER

WILLIAM P. WATKINS III  
PRIMARY EXAMINER